

BOOK 0701 PAGE 0223

AMENDMENT TO EXTENSION OF OIL AND GAS LEASE (hereinafter "AMENDMENT")

WHEREAS, heretofore, on the 1st, day of March, 2006,

Daniel L. Dobbs and Julie A. Dobbs, his wife

842 Echo Valley, Glendale, WV 26038

, as Lessor (whether one or more), did execute and deliver to **TriEnergy, Inc.** P.O Box 89, 412 Beaver Street, 2nd Flr., Sewickley, PA 15143, as Lessee (hereinafter "TriEnergy"), an Oil and Gas Lease (hereinafter "LEASE"), a **MEMORANDUM** of which was recorded in Deed Book 651, Page 610, and the rights therein were subsequently assigned by TriEnergy to AB Resources, LLC (hereinafter "AB") dated October 5th, 2006 and recorded in Assignment Book 19, Page 138, and Assignment Book 21, page 545, dated August 20, 2009 in the Recorder of Deeds Office of the County of Marshall located in the State of West Virginia and subsequently an **Extension of Oil and Gas Lease** (hereinafter "EXTENSION") has been executed by and between Lessor and AB and effectively dated February 25th, 2010, and with an commencement date of March 1st, 2011 and recorded in Deed Book _____, Page _____ in the Recorder of Deeds Office of Marshall County, West Virginia and said premises being located in Cameron, Clay, Meade, Washington and Union District, Marshall County, in the State of West Virginia and described more specifically described as follows:

15th 2010 RECORDED
D.L. Dobbs

(2) Description

Containing 541.76 acres, more or less, and recorded in the records of said county in

Volume <u>638</u>	Page <u>346</u>	for Parcel Number: <u>03-1001300020000 (57.49 ac)</u>
Volume <u>638</u>	Page <u>346</u>	for Parcel Number: <u>03-1002000000000 (6.02 ac)</u>
Volume <u>602</u>	Page <u>0012</u>	for Parcel Number: <u>04-2004800000000 (152.63 ac)</u>
Volume <u>602</u>	Page <u>0012</u>	for Parcel Number: <u>04-2004800030000 (63.09 ac)</u>
Volume <u>556</u>	Page <u>0531</u>	for Parcel Number: <u>09 1001600000000 (111.49 ac)</u>
Volume <u>556</u>	Page <u>0157</u>	for Parcel Number: <u>14 1001900000000 (72 ac)</u>
Volume <u>633</u>	Page <u>367</u>	for Parcel Number: <u>14 1001000000000 (14.41 ac)</u>
Volume <u>633</u>	Page <u>367</u>	for Parcel Number: <u>14 1001100000000 (.20 ac)</u>
Volume <u>593</u>	Page <u>412</u>	for Parcel Number: <u>13 130001000000000 (64.43 ac)</u>

Whereas, the parties to said LEASE, MEMORANDUM and EXTENSION referenced herein now desire to **amend the terms of the Extension of Oil and Gas Lease as hereinafter set forth**;

NOW, THEREFORE, for good and valuable consideration in hand paid to the undersigned by **AB**, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby amend the above described **EXTENSION** by the **modification** of the following provision(s) to all the other terms, covenants and conditions therein contained:

Lessor and Lessee agree the current Oil & Gas Lease states as follows:

(4) Royalty Payment - (a) For crude oil, including condensate, Lessee shall pay to the Lessor, as royalty, free of production cost, one-eighth (1/8th) of the proceeds realized by Lessee from the sale of all crude oil produced and sold from the leased premises. (b) For gas (including casing-head gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8th) of the proceeds realized by Lessee from the sale thereof, with no deduction of any costs incurred by Lessee or its affiliates to gather, transport, compress, dehydrate or otherwise treat such gas prior to the point of custody transfer into pipelines or other facilities owned by a regulated utility or pipeline company or a non-affiliated third party.

Lessor and Lessee agree that for the purpose of this AMENDMENT that should the EXTENSION be exercised by AB that the terms of the original LEASE and subsequent EXTENSION relating to the "royalty" shall be amended as follows:

(4) Royalty Payment - (a) For crude oil, including condensate, Lessee shall pay to the Lessor, as royalty, free of production cost, Eighteen and 75/100 Percent (18.75%) of the proceeds realized by Lessee from the sale of all crude oil produced and sold from the leased premises. (b) For gas (including casing-head gas) and all other substances covered hereby, the royalty shall be Eighteen and 75/100 Percent (18.75%) of the proceeds realized by Lessee from the sale thereof, with no deduction of any costs incurred by Lessee or its affiliates to gather, transport, compress, dehydrate or otherwise treat such gas prior to the point of custody transfer into pipelines or other facilities owned by a regulated utility or pipeline company or a non-affiliated third party.

Lessor and Lessee agree the current Oil & Gas lease states as follows:

(2) Description

Containing 541.76 acres, more or less, and recorded in the records of said county in

Volume	<u>638</u>	Page	<u>346</u>	for Parcel Number: <u>03-1001300020000 (57.49 ac)</u>
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Volume	<u>593</u>	Page	<u>412</u>	for Parcel Number: <u>13 1300010000000 (64.43 ac)</u>

Lessor and Lessee agree that for the purpose of this AMENDMENT that should the EXTENSION be exercised by AB that the terms of the original LEASE and subsequent EXTENSION relating to the “description” shall be amended as follows:

Containing 293.83 net acres, more or less, and recorded in the records of said county in

Volume	<u>638</u>	Page	<u>346</u>	for Parcel Number: <u>03-1001300020000 (57.49 ac)</u>
Volume	<u>638</u>	Page	<u>346</u>	for Parcel Number: <u>03-1002000000000 (6.02 ac)</u>
Volume	<u>556</u>	Page	<u>0531</u>	for Parcel Number: <u>09 1001600000000 (111.49 ac)</u>
Volume	<u>556</u>	Page	<u>0157</u>	for Parcel Number: <u>14 1001900000000 (72 ac)</u>
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Volume	<u>593</u>	Page	<u>412</u>	for Parcel Number: <u>13 1300010000000 (64.43 ac) ½ int</u>

Lessor and Lessee agree that for the purpose of this AMENDMENT that should the EXTENSION be exercised by AB that the terms of the original LEASE and subsequent EXTENSION relating to the “Pooling” paragraph eight (8) shall be amended with the wording below placed at the bottom of Paragraph number (8) eight in the currently existing lease, as follows:

If at any time after the expiration of the primary term of this Lease (including any extension of the Lease thereof), the land(s) covered by this Lease are being held solely through production royalties being paid to Lessor from a well(s) located on the herein leased premises or from a production unit in which the land(s) leased herein are made a part of and the Lessor is receiving their proportionate share from the production royalties therefrom, then Lessee agrees as part of the consideration for this Lease, to release all acreage covered by this Lease that is not included as part of any producing well(s) and/or part of any production unit. It is also agreed that if any of the property covered by this lease is the drill site tract that 100% of that tract shall be in the unit; furthermore, any property herein leased that is placed in a pool or unit by Lessee shall also be in pool or unit at 100%.

It is understood and agreed by all parties hereto that the provisions contained herein shall supersede any provisions to the contrary in the LEASE described herein; however, in all other respects, the MEMORANDUM and LEASE and the prior provisions thereto, shall remain in full force and effect and each of the undersigned does hereby ratify and confirm such MEMORANDUM, LEASE and EXTENSION; however, it is hereby understood and agreed between Lessor and AB that if the current LEASE above mentioned is developed with drilling operations either on said property and/or property pooled or unitized therewith prior to exercise or commencement of the EXTENSION, also executed this day, then in that event, the royalty shall remain the same as exists in the LEASE being One Eighth (1/8th) thereof and the Pooling clause above mentioned in paragraph eight (8) shall also remain the same and not changed by the above mentioned revision.

FURTHER, the provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns. This Amendment is not valid until executed by AB Resources, LLC.

EXECUTED this the 27 day of February, 2010
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Witness:

Lessor:

Daniel L. Dobbs
Daniel L. Dobbs

Julie A. Dobbs
Julie A. Dobbs

Attest:

Lessee:

Gordon O. Yonel
Gordon O. Yonel
Chief Executive Officer

Jan Pest
MARSHALL County 02:18:21 PM
Instrument No 1286546
Date Recorded 05/24/2010
Document Type O&G
Pages Recorded 3
Book-Page 701-223
Recording Fee \$16.00
Additional \$6.00

Approved by: Gordon O. Yonel
Chief Executive Officer
AB Resources, LLC

ACKNOWLEDGMENT

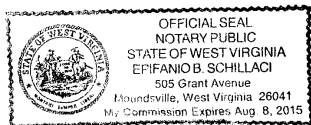
COMMONWEALTH/STATE OF West Virginia
COUNTY OF Marshall

On this, the 27 day of FEBRUARY, 2010, before me, _____, a notary public, personally appeared Daniel L. Dobbs and Julie A. Dobbs, his wife

_____, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

My Commission Expires:



Epifanio B. Schillaci
NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO :
COUNTY OF CUYAHOGA : SS

BEFORE ME, a Notary Public in and for said county and state, personally appeared Gordon O. Yonel, Chief Executive Officer of AB Resources LLC who acknowledged to me that he is duly authorized officer of said corporation, and that he did execute the foregoing instrument and that the same is his free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28th day of May, 2010.

My Commission Expires:



Patricia A. Gill
NOTARY PUBLIC
STATE OF OHIO
STARK COUNTY
My Comm. Expires
November 9, 2013

Patricia A. Gill
Notary Public

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 27 day of February, 2010 was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 28th day of May, 2010 at 2:18 o'clock P.M.

TESTE: Jan Pest Clerk.